take to prevent his goods being confounded with those of this other person. This also seems to be the view taken by American courts. In *Russia Cement Co. v. Le Page,* 147 Mass. 206, and *Le Page Cement Co. v. Russia Cement Co.,* 51 Fed. Rep. 941., Le Page, who sold his right to manufacture and sell "Le Page's Liquid Glue," and then commenced a new business and manufactured "Le Page's Improved Liquid Glue" was restrained. Similar cases are *Frazer v. Frazer Lubricator Co.,* 121 Ill. 147; *Skinner v. Oakes,* 10 Mo. App. 451; *Hoxie* v. *Cheney,* 143 Mass. 592; *Symonds* v. *Jones,* 82 Me. 302-313, and *Pepper* v. *Labrot,* 8 Fed. Rep. 29. In all these cases, however, the use of the particular name was restrained because proper care had not been exercised to avoid deception of the public, and to prevent injury to those who had acquired the right to the use of the name and its reputation. None of them went so far as to say that a man could be restrained altogether from carrying on a particular business in his own name.

USURY—BUILDING LOANS—WHAT LAW GOVERNS—NATIONAL MUT. BUILDING & LOAN ASS'N V. BRAHAN, 31 So. 480 (Miss.).—A New York building and loan association, having only special agents in Mississippi, loaned a sum of money to a party there at a rate usurious under the laws of that state, but stipulated that payment of the debt should be made in New York. *Held,* that the contract, notwithstanding the recital as to the place of payment, was a Mississippi contract, and hence usurious..

The general rule has always been that a contract is controlled by the usury laws of the state where the debt is made payable; and "the fact that a contract, to be performed in one state, is secured by a mortgage upon land in another does not affect the rule that the *lex loci contractus* governs." 27 *Am. & Eng. Enc. Law,* p. 974; *Association v. Bedford,* 88 Fed. 7; *Kurtz v. Sponable,* 6 Kan. 397. However, the present tendency seems to be to look beyond the plain facts to the intention of the parties, and state courts are inclined to consider as domestic, contracts of indebtedness secured by mortgage in that state, even though payment is stipulated to be made in another state, especially where the intent is to evade the usury laws. *Ass'n v. Stanley,* 38 Or. 340; *Ass'n* v. *Kidder,* 9 Kan. App. 390; *Martin* v. *Johnson,* 84 Ga. 481; *Meroney v. Ass'n,* 116 N. C. 883.

REVIEWS.

Reports on the Law of Civil Government in Territory Subject to Military Occupation by the Military Forces of the United States. Submitted to Hon. Elihu Root, Secretary of War. By Charles E. Magoon, Law Officer, Bureau of Insular Affairs, War Department. 2d Ed. Washington Government Printing Office. 1902.

This work presents a striking instance of the new political machinery which it has been found necessary to provide for the proper conduct of affairs of the United States since the Spanish war. That threw into our hands a title to great territorial possessions on opposite sides of the globe as against the rest of the world, outside of them, at least. They had been united by little except—to a certain extent—by a common language and law. It was a strange language and a stranger law to us.